

5. That this action arises out of contract entered in Wagoner County, State of Oklahoma.
6. This Court has jurisdiction of the parties hereto and the subject matter hereof.
7. That Plaintiff was the beneficiary of a home owners' insurance policy issued by the Defendant Automobile Club Insurance Company Policy Number 6-107787-1.
8. That the policy covered a residential property located at 3246 S. 213 E. Ave., Broken Arrow, OK 74014 in Wagoner County Oklahoma.
9. That the policy provide coverage against structural damage to the dwelling.
10. That on February 15, 2014 the ceiling in the living room of the property collapsed.
11. That on February 19, 2014 Defendant Automobile Club of America Insurance Company was doing business as AAA Fire & Casualty Insurance Company.
12. That the loss was due to a structural failure in the dwelling.
13. That Plaintiff made a claim through her insurance policy for the structural damage done to the dwelling.
14. That thereafter the loss was denied by Defendant Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company.
15. That Defendant Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company's denial of Plaintiff's claim is in breach of the terms of the policy which covers losses for structural damage.
16. Defendant's denial to pay the structural damage claim is a breach of its obligations under the home owner's insurance policy contract herein.
17. That Defendant Automobile Club of America Insurance doing business as AAA Fire & Casualty Insurance Company has a duty to deal fairly and in good faith with its insured.

18. Defendant Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company's failed to investigate, evaluate and pay Plaintiff's structural damage claim.
19. Defendant Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company's failure to properly investigate, evaluate and pay violated its duty to deal with its insured in good faith. Such breach was a bad faith breach.
20. That the actions of the Defendants individually or acting together were reckless, wanton, intentional and in total disregard for the rights of the Plaintiff giving rise to punitive damages.
21. That upon information and belief Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company's has changed its name to CSAA Fire & Casualty Insurance Company and therefore is CSAA Fire & Casualty Insurance Company is responsible for the actions of Defendant Automobile Club of America Insurance Company doing business as AAA Fire & Casualty Insurance Company.

WHEREFORE PREMISES CONSIDERED, Plaintiff prays that she have and recover a judgment against the Defendants, in an amount exceeding the jurisdictional limits of 28 U.S.C. § 1332, together with interests, costs, and a reasonable attorney fee.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'MARK S. STANLEY', is written over a horizontal line.

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